

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F1M31A6116GW01		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-16-T-0253	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TAMELA T. LEWIS				b. TELEPHONE NUMBER (No Collect Calls) 904-542-1254	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIV TAMELA LEWIS 110 YORKTOWN AVE, 3RD FLOOR JACKSONVILLE FL 32212-0097 TEL: 904-542-1152 FAX: 904-542-1095		CODE N68836		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 32.5 NAICS: 488119		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO COMMANDER NAVY REGION SOUTHEAST DREW LASSETER PSC 1006 BOX 33 FPO AE 09593 TEL: 011.53.99.6006 FAX:		CODE N60514		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL.		FACILITY CODE		DRAFT			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 66	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>		
			42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Air Terminal Support Services, FFP FOB: Destination MILSTRIP: F1M31A6116GW01 PURCHASE REQUEST NUMBER: F1M31A6116GW01 SIGNAL CODE: A		Months		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Air Terminal Support Services FFP Air Mobility Share (52%) FOB: Destination MILSTRIP: F1M31A6116GW01 PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Air Terminal Support Services FFP Navy Share (485) FOB: Destination MILSTRIP: F1M31A6116GW01 PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Air Terminal Support Services, FFP Services through 1 Oct 2017- 30 Sept 2018 in accordance with the PWS. FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01 SIGNAL CODE: A		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Air Terminal Support Services FFP AMC FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Air Terminal Support Services FFP Navy FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Months		
OPTION	Air Terminal Support Services, FFP Services from 1 Oct 2018 through 30 Sep 2019 IAW the PWS. FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		12	Months		
OPTION	Air Terminal Support Services FFP AMC FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		12	Months		
OPTION	Air Terminal Support Services FFP FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Air Terminal Support Services, FFP Services from 1 Oct 2019 through 30 Sep 2020 FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01 SIGNAL CODE: A		Months		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Air Terminal Support Services FFP FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Air Terminal Support Services FFP NAVY FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Air Terminal Support Services, FFP Services from 1 Oct 2020 through 30 Sep 2021 FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01 SIGNAL CODE: A		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Air Terminal Support Services FFP AMC FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Air Terminal Support Services FFP NAVY FOB: Destination PURCHASE REQUEST NUMBER: F1M31A6116GW01	12	Months		

NET AMT

PWS**PERFORMANCE WORK STATEMENT****PASSENGER TERMINAL SERVICES****NAVAL AIR STATION JACKSONVILLE FLORIDA****SECTION I****1. DESCRIPTION OF SERVICES**

The Contractor shall provide Passenger Terminal Services in support of the Defense Transportation System to include but not limited to all US Government owned or operated aircraft; US sponsored foreign Government or civil aircraft, Coalition Forces aircraft, North Atlantic Treaty Organization (NATO), commercial contract aircraft, and commercial tendered aircraft, at Naval Air Station (NAS) Jacksonville, Florida. The Contractor shall facilitate on-time aircraft departures and maintain the ability to provide sustained Passenger Terminal Services for a working Maximum on Ground (MOG) capability of one (1) wide-body aircraft or the equivalent thereof, as defined in Appendix A.

1.1. Air Terminal Operations Center (ATOC). The Contractor shall provide a control function that manages all information and terminal resources and provide services including receiving, documenting, planning, and moving passengers and baggage ensuring maximum aircraft utilization. The Contractor shall:

1.1.1. Gather, process, file, and disseminate information in accordance with current version of directives including, but not limited to Air Mobility Command Instruction (AMCI) 24-101 Volume 9, HQ AMC/A4T policy, messages, memorandums, directives, and Global Air Transportation Execution System (GATES).

1.1.1.1. Provide the 618th Air and Space Operations Center (Tanker/Airlift Control Center (618 TACC), and Air Terminal Base Operations as appropriate, aircraft landing, block-in, block-out, and take-off times; information concerning a potential aircraft delay, actual delay, or abort; as well as unscheduled aircraft remaining overnight.

1.1.1.1.1. Contact the Contracting Officer Representative (COR) within 30 minutes via phone/text of ALL actual delays or any aborts; and follow-up via email to provide more detailed information within 12 hours.

1.1.1.2. Report all aircraft mishaps and incidents, as appropriate, to 618 TACC, Air Terminal Base Operations, NAS Jacksonville Aviation Safety Officer, COR and AMC Performance Assessment Representative (PAR).

1.1.1.3. Publish, provide, and update daily mission schedules, which cover the next seventy-two (72) hour period, to agencies specified by COR.

1.1.1.3.1. Obtain mission information, not available to the Contractor through typical channels such as Global Decision Support System (GDSS), Single Mobility System (SMS), or GATES, from Base Operations no later than 1300 local time on days of operation.

1.1.1.3.2. Publish and distribute the initial daily mission schedule at 1500 local time and provide updates, (i.e., mission add-ons, cancellations, delays), as required to ensure readiness of terminal resources.

1.1.1.3.3. Include in each mission schedule (as a minimum) date/Julian date, all scheduled flights, mission number/call sign, aircraft type, tail number, scheduled or estimated arrival/departure times, scheduled ground time, up-line and down-line stations in clear text, Prior Permission Required (PPR) numbers, and any available load information.

1.1.1.4. Coordinate inbound and outbound clearance for explosives shipments and monitor the terminal's explosive movement requirements and capability IAW AMCI 11-208, paragraph 3.7. and AMCI 24-101, Volume 9, Attachment 5.

1.1.1.5. Coordinate airlift mission requirements with the mission validator and the deploying/ redeploying unit.

1.1.1.6. Coordinate mission planning, control, and execution. Establish Sequence of Events Checklists to track required performance within established aircraft ground times, facilitating on-time aircraft departures.

1.1.1.7. Document AMC Form 77, Aircraft Ground Handling Record, remarks section with data pertaining to work performed outside established operating hours, to include but not limited to, notification requirement time, start and complete time for each function staffed, number of personnel involved, and performance required.

1.2. Load Planning. Plan, select, sequence, and monitor each aircraft; passenger, cargo and mail load IAW AMCI 24-101 Volume 11 dated 27 February 2013 Section I (or current equivalent), GATES and HQ AMC/A4T policy, messages, memorandums, and directives.

1.2.1. Provide technical assistance to deploying/redeploying units without load planning capabilities.

1.2.2. Obtain passenger deviations when moving hazardous material IAW AMCI 24-101 Volume 9, Attachment 4.

1.3. Passenger and Baggage Services. The Contractor shall provide a complete range of passenger and baggage services IAW applicable sections of AMCI 24-101, Volume 14, Electronic Foreign Clearance Guide, DOD 4515.13, HQ AMC/A4T policy, GATES, messages, memorandums, and directives

The Contractor shall:

1.3.1. Ensure contractor personnel are knowledgeable of hazardous materials/dangerous goods that are acceptable/unacceptable to be carried by passengers for personal use in carry-on baggage and in checked baggage.

1.3.2. Coordinate inbound/outbound requirements with U.S. Customs/Immigrations officials. Immediately notify the COR of any issues.

1.3.3. Staff and operate the Passenger Processing Counters at least six (6) hours prior to a scheduled AMC Contracted Commercial Passenger Aircraft departure for international flights and remain open to meet aircraft delay processes.

1.3.3.1. Provide early check in 24 hours prior to scheduled departure of AMC Contracted Commercial Passenger Aircraft.

1.3.4. Staff and operate the Departure Gate to meet AMC Contracted Commercial Passenger Aircraft departure requirements and aircraft delay processes, as well as retain sufficient personnel on duty for a minimum of one (1) hour after aircraft departure to provide services in the event of a mission abort.

1.3.5. Staff and operate the Arrival Gate to meet AMC Contracted Commercial Passenger Aircraft arrivals services requirements.

1.3.6. Staff and operate Baggage Services to meet AMC Contracted Commercial Passenger Aircraft departure and arrivals services requirements.

1.3.6.1. Provide screened checked passenger baggage to Navy personnel assigned to accomplish baggage upload/download requirements.

1.3.7. Ensure the AMC Commander's comment system is available to include: a current posted picture of the Installation Commander, ample supply of blank AMC Form 253 "Air Passenger Comments", and a locked receptacle. The Contractor shall not accept the completed comment forms directly from passengers.

1.3.8. The Contractor shall advertise the Interactive Customer Evaluation (ICE) program.

1.4. Funds Handling. The Contractor shall provide services IAW applicable sections of AMCI 24-101 Volume 14, AMCI 24-101 Volume 6, HQ AMC/A4T policy, messages, memorandums, and directives.

1.5. Reports, Records, and Electronic Data Interchange.

1.5.1. The Contractor shall prepare and submit the following reports within the time frames stated IAW the specified publication and provide a copy to the COR.

1.5.1.1. *AMC Form 82, Monthly Station Traffic Handling Report, RCS: AMC A4T (M) 7107 (7107 Report) IAW AMCI 24-101, Volume. 6.

1.5.1.2. AMC Key Asset, Materials Handling Equipment (MHE) and Associated Aerial Port Equipment On-Hand Report, RCS: AMC A4T(M) 8001 IAW AMCI 24-101, Volume. 6.

1.5.1.3. Mishandled Baggage Summary, (AMC Form 134a) IAW AMCI 24-101, Volume. 14.

1.5.1.4. Vehicle and equipment mishap reporting shall be submitted to HQ AMC/A4T at the following web site: https://www.my.af.mil/gcss-af/USAF/AFP40/d/1074111948/Files/a4t/mhe_mishap.pdf. All vehicle and equipment mishap data must be submitted to HQ AMC/A4T within twenty-four (24) hours.

1.5.1.5. Create and maintain all work accomplished outside established operating hours log, which includes but is not limited to mission number, aircraft tail number, start and completion times for staffing each function, e.g. passenger and baggage handling, aircraft upload/download; and, number of passengers.

1.5.1.5.1. Provide a copy to the COR by the 5th work day of the following month.

1.5. 1.6. Enterprise-Wide Contractor Manpower Reporting Application. The Contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.5.2. The Contractor shall create, maintain, and dispose of Government-required records IAW AMCI 24-101, Volume 6, GATES, and HQ AMC/A4T policy, messages, memorandums, and directives. The Contractor shall:

1.5.2.1. Perform post flight procedures within twenty-four (24) hours of aircraft departure.

1.5.2.2. Complete and forward all flight transactions and related documentation within forty-eight (48) hours of aircraft departure.

1.5.2.3. Audit and correct all errors and discrepancies within twenty-four (24) hours of discovery or notification.

1.6. Communications Management and Information Systems. The Contractor shall interface with the Government communications representative(s) as required to manage the air terminal computer systems and ensure continued functionality. The Contractor shall:

1.6.1. Provide a GATES Work Station Area Security Officer (WASO). The Contractor shall, IAW GATES Manual and Service Level Agreement:

1.6.1.1. Provide a letter with the name of the GATES WASO and alternate(s) to the COR fifteen (15) calendar days before the start of the contract. Submit an updated appointment letter as required.

1.6.1.2. Immediately request assistance from the GATES help desk for software and hardware related problems, and notify the COR. Track all problems, and notify the COR, including at a minimum the trouble ticket numbers and issue/concern, within forty-eight (48) hours of the request for assistance.

1.6.1.3. Establish manual-processing procedures and provide uninterrupted service to the customer when GATES functionality is lost.

1.6.1.3.1. Notify the COR and AMC PAR when a loss of GATES functionality occurs and cannot be restored within 30 minutes.

1.7. Custodial Services. The Contractor shall clean and maintain the passenger terminal, manager office spaces; rest rooms, smoking area, and exterior areas including the full perimeter of terminal building for an area extending 40 feet at frequencies determined by the Contractor to ensure these areas present a neat, clean, and professional working environment.

1.7.1. The Contractor shall Provide documentation, such as cleaning frequency schedule or quality control inspection sheets, to the COR upon request.

SECTION II

2. SERVICE DELIVERY SUMMARY. The Service Delivery Summary (SDS) represents the most important contract objectives and includes safety and security requirements, which are interwoven critical aspects of these objectives. The Contractor is fully expected to comply with all Performance Work Statement (PWS) requirements; however, the Government's assessment of Contractor performance will focus mainly on these objectives.

2.1. A critical nonconformance is performance which cannot be corrected and adversely affects the safety and/or security of personnel and/or resources; cannot be corrected without mission impact; or adversely affects another Government agency's ability to accomplish their mission.

2.2. A minor nonconformance is performance which cannot be corrected but is not likely to materially reduce the usability of the services for their intended purpose.

Performance Objective	PWS Paragraph(s)	Performance Threshold
1. Provide Passenger Terminal Services to facilitate on-time aircraft departure.	1.	No more than 1 delayed mission caused by the Contractor during the monthly COR/PAR surveillance process
2. Gather, process and disseminate information.	1.1. thru 1.1.1.7.	No critical nonconformance and less than 4 minor nonconformances noted during the monthly COR/PAR surveillance process.
3. Provide load planning services.	1.2. thru 1.2.2.	No critical nonconformance and less than 2 minor nonconformances noted during the monthly COR/PAR surveillance process.
4. Provide passenger and baggage services.	1.3. thru 1.3.8.	No critical nonconformance and less than 6 minor nonconformances noted during the monthly COR/PAR surveillance process.
5. Perform funds handling.	1.4.	Funds were accounted for properly and deposited on-time.
6. Manage reports, records and electronic data interchange.	1.5. thru 1.5.2.3.	Maintain and properly dispose of records, ensure an accurate portrayal of on-hand port levels, and completeness of billing data.

SECTION III**3. GOVERNMENT MATERIALS , EQUIPMENT, FACILITIES, SERVICES AND TRAINING FURNISHED**

3.1. Government Materials Furnished. Government Materials Furnished (GMF), Appendix C-1, will be provided to the Contractor for the duration of the performance period of this contract. The Contractor and COR shall jointly inventory the initial stock of GMF provided not later than five (5) working days before the start of the contract. Any missing items shall be annotated on the inventory and the Contracting Officer (KO) notified in writing. The Contractor shall sign a receipt for all materials provided by the Government. The Contractor shall request additional materials by providing a written request to the COR at least sixty (60) calendar days before the required delivery date of the materials, if additional materials are authorized by the contract. At the conclusion of the contract, the Contractor shall return all residual inventories to the Government.

3.2. Government Equipment Furnished. Government Equipment Furnished (GEF), Appendix C-2, will be provided to the Contractor for the duration of the performance period of this contract. The Contractor and COR shall jointly inventory GEF not later than five (5) calendar days prior to start of the contract, and annually thereafter not later than ten (10) calendar days before completion of the contract period, including any option periods. The Contractor and the COR shall jointly determine the working order and condition of all equipment and document their findings on the inventory. The KO shall be notified in writing when equipment is missing or not in working order. The Contractor shall sign a receipt for all equipment provided by the Government. In the event of disagreement between the Contractor and the COR on the working order and condition of equipment, the disagreement shall be elevated to the Contracting Officer.

3.2.1. The Contractor shall submit requests for additional or replacement GEF to the COR. Such requests shall specify the reason for the replacement request. The Contractor shall turn in Government Equipment Furnished approved for replacement or repair.

3.3. Government Facilities Furnished. Government Facilities Furnished, Appendix C-3, have been inspected for compliance with Navy Occupational Safety and Health Act (NAVOSH) requirements. Should a hazard be identified, the Government will correct hazards according to the base-wide Government developed and approved plan of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. Compliance with the OSHA and other applicable laws and regulations for the protection of personnel is exclusively the obligation of the Contractor. Further, the Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements, with the exception of the aforementioned requirement to make corrections according to approved plans of abatement subject to base-wide priorities. Before any modification of the facilities performed by the Contractor at his or her expense, the Contractor must furnish the KO and COR documentation describing, in detail, the modification requested. No alterations to the facilities shall be made without specific written permission from the KO. The Contractor shall initiate all paperwork to effect modifications. The Contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in performance of this contract. NOTE: NAVFAC is the Navy contracting command responsible for all facilities/construction requirements. No facilities/construction work will be procured under this contract.

3.4. Government Services Furnished.

3.4.1. Mail Service. Includes collecting, accepting, sorting, routing, and delivery of official mail.

3.4.2. Refuse Collection and Disposal. Includes collection and disposal of trash and waste materials.

3.4.3. Entomology Services. Includes abatement and control measures directed against insects, rodents, weeds, fungi, and other animals or plants that are determined to be undesirable in buildings, equipment, supplies, and on grounds.

3.4.4. Grounds Maintenance. Except where the PWS designates maintenance to the Contractor, for example, clearing snow, ice and cutting grass.

3.4.5. Police Services. Includes maintaining law and order, traffic management, vehicle decals, and parking pass services, as well as Force Protection inspections.

3.4.6. Safety Services. Includes operation of safety programs, educational support, and promotional efforts.

3.4.7. Fire Protection. Includes all normal services related to fire protection and fighting operations, alert service, and rescue operations. Also includes inspections for fire hazards, servicing of portable extinguishers, and related training programs.

3.4.8. Facility Maintenance and Minor Repair. Includes routine and cyclical preventive maintenance and minor repairs required to preserve or restore real property so it may be used for its designated purpose.

3.4.9. Disaster Preparedness. Includes operation of disaster preparedness programs and related services, equipment, and facility support for emergencies and contingency operations.

3.4.10. Environmental Compliance. Includes recycling and resource recovery programs, pollution prevention, environmental compliance, and programs aimed at management and control of hazardous materials. This service does not include clean up and disposal of hazardous materials.

3.4.11. Test Control Officer. Includes final examination administration for Air Terminal Ground Handling Service (ATGHS) correspondence courses.

3.5. Government Provided Training.

3.5.1. Government personnel will provide initial familiarization training at NAS Jacksonville to contractor personnel for the first thirty (30) calendar days of the contract performance period. During this period, the Contractor is fully responsible for providing adequate personnel, supervision, and any items and services necessary to perform Passenger Terminal Services as defined in this PWS.

3.5.1.1. The Station Manager shall attend a weekly meeting with the COR to review training progress. Training may be terminated in less than 30 calendar days if agreed to in writing by the Contractor and Government.

3.5.2. Within thirty (30) calendar days after the Post Award conference, the Contractor shall designate personnel performing as load planners and shall provide a current certificate of completion from the Transportation of Hazardous Materials Preparer's Course or the Air Transportation of Hazardous Materials Inspector Course. For Contractor personnel designated but not qualified or current, the Government will make available, throughout the term of the contract, required Hazardous Materials Inspector Course training to enable proper certification of personnel identified as hazardous materials inspectors, IAW AFMAN 24-204(I). The in-residence course is currently held at Ft Lee, VA and may be held at other locations world-wide.

3.5.3. A sufficient number of Contractor personnel shall complete via Web-based Training (WBT) the Air Transportation Hazardous Inspectors Course to maintain required certification to fulfill the requirements of the PWS for the duration of the contract. The COR will coordinate required course registration. Certification requirements include a final exam to be administered by a certified Test Control Officer. The exam date/time will be coordinated with the COR. The prerequisite for this course is successful completion of the in-residence Transportation of Hazardous Materials Preparer's Course or the Air Transportation of Hazardous Materials Inspector Course.

3.5.4. The Contractor shall designate MHE and Vehicle drivers in writing to the COR no later than the first day of familiarization training. MHE and Vehicle drivers will be provided Government training during the initial familiarization training period and training thereafter shall be conducted by the Contractor's instructors.

3.5.5. The Contractor shall designate in writing to the COR personnel performing as Aircraft Load Planners no later than the first day of familiarization training. The Government will provide AMC unique aircraft load planning training during initial familiarization training, IAW AMCI 24-101, Vol. 22, Attachment 5. The prerequisite for this training is successful completion of the in-residence Transportation of Hazardous Materials Preparer's Course or the Air Transportation of Hazardous Materials Inspector Course.

3.5.6. The Contractor shall designate in writing to the KO and COR records management and publications library management, who will be provided Government training during the initial familiarization training period and training thereafter shall be conducted by the Contractor.

3.5.7. Training requirements shall be coordinated with the COR.

3.5.8. The Government will not charge an attendance fee for the in-residence or web-based Air Transportation of Hazardous Materials Inspector Course however; **the Contractor will bear all transportation related costs.**

SECTION IV

4. GENERAL INFORMATION. The Contractor shall provide all technical support, personnel, supervision, equipment, tools, materials and other items and services, (except as specified within the contract as Government Material materials, equipment, facilities, services, and training furnished), as required, to perform Passenger Terminal Services as defined in this PWS, in support of the Defense Transportation System.

4.1. Contractor Personnel. The Contractor shall provide a Station Manager and Alternate Station Manager(s) who shall be responsible for the performance of the work. The name of these persons shall be designated in writing to the COR ten (10) work days prior to the contract performance start date.

4.1.1. The Station Manager/Alternate Station Manager(s) shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

4.1.1.1. The Station Manager/Alternate Station Manager(s) shall either be present on the work site or able to respond to the work site within one (1) hour of notification by the Government; and, shall read, write, speak, and understand English in order to use technical manuals and references, as well as, communicate effectively.

4.1.1.2. The Station Manager/Alternate Station Manager(s) shall at a minimum attend safety meetings.

4.1.2. The Contractor shall meet with the KO, COR, and other Government personnel as required by the KO.

4.1.3. The Contractor shall ensure managers and supervisors are qualified for their positions; and, able to read, write, speak, and understand English in order to use technical manuals/references and communicate effectively. The Contractor shall notify the COR of the departure of any manager or supervisor and identify their substitution or replacement within seven (7) working days.

4.1.4. The Contractor shall ensure a sufficient number of contractor personnel retain, as applicable, current and valid certificates, identification cards, licenses, badges, and clearances prior to commencing performance and to fulfill the requirements of the PWS for the duration of the contract.

4.1.5. Contractor personnel shall present a neat uniform appearance and be easily recognizable as contractor personnel. Contractor personnel shall wear commercial airline equivalent clothing (appropriate for the specific functions performed) bearing the name of the company and person.

4.1.5.1. The Station Manager/Alternate Station Manager(s) and Supervisors/Team Leads nametag shall identify their position.

4.2. Hours of Operation. The Contractor shall staff the ATOC function Monday through Saturday 0730 -2200 and all other functions shall be staffed and services provided 0730 - 1630 local time Monday through Friday. All functions will be staffed outside of these established operating hours to meet specific mission requirements. The Government estimates approximately 10% of the total monthly workload (excluding the AMC Contracted Commercial Passenger Aircraft) will fall outside established hours of operation, 0730-1630 local time Monday through Friday. The Contractor shall staff functions as required to meet AMC Contracted Commercial Passenger Aircraft requirements, whether within or outside of the established operating hours. The Contractor shall provide the KO, COR, 618 TACC, and Air Terminal Base Operations with the means/information needed to contact the Station Manager or Alternate Station Manager(s) twenty four hours a day.

4.2.1. The Contractor may provide stand-by personnel when coordination with the 618 TACC, COR, and local customers indicates performance of service is not required during United States (U.S.) Federal holidays.

4.2.2. Force Augmentation. During periods that may warrant, the Government reserves the right to insert any necessary personnel to augment Contractor operations. The senior Government representative, in coordination with the Station Manager or Alternate Station Manager, has overall management responsibility for prioritizing workload and resources. The Contractor shall cooperate with augmentees and render any assistance necessary (as directed by the KO) to ensure there is no degradation of services, to include but not limited to the use of Contractor-Furnished Equipment.

4.2.2.1. When the Contractor is augmented with military personnel, both parties will be working simultaneously toward the same performance objectives. When defects are noted, the cause will be evaluated. Only defects that are clearly the sole responsibility of Contractor personnel will be documented as deficient Contractor performance. The Contractor shall not be held accountable for any defect if the responsibility cannot be readily determined.

4.3. Training. The Contractor shall be responsible for all Contractor personnel training, certification, licensing, and proficiency, unless otherwise specified in the contract; and, pay all costs incurred for training required by this PWS for the duration of the contract. The Contractor shall:

4.3.1. Prior to performance under the contract, develop an aircraft load planners program to ensure a sufficient number of contractor personnel complete required training, IAW AMCI 24-101, Volume 22, Chapter 6 and Attachment 5.

4.3.2. Provide the COR a list, designating in writing, qualified personnel fulfilling the following PWS requirements: Aircraft Load Planner Instructors/Aircraft Load Planners.

4.3.2.1. The Contractor shall provide the COR an initial list of Contractor personnel fulfilling these PWS requirements not later than the contract performance start date and provide an updated list within twenty-four (24) hours of the employment and/or termination of Contractor personnel.

4.4. Safety. The Contractor shall comply with the latest applicable federal, and installation policies, regulations, management plans, and requirements, regarding occupational safety and health. The Contractor shall:

4.4.1. Ensure work performed does not expose personnel or property to hazards, risk of injury, or damage. The Government Safety Program Manager may conduct periodic and no-notice visits to the Contractor work site. Anyone may cease operations immediately if an unsafe act is observed, a dangerous situation is believed to exist, or established policies, regulations, management plans, and requirements are not being met.

4.4.1.1. Properly wear appropriate Personal Protective Equipment (PPE)

4.4.2. Be responsible for the environmental compliance with recycling and resource recovery programs, pollution prevention, environmental compliance, clean-up and disposal of hazardous materials, and programs aimed at management and control of hazardous materials as well as the proper storage of any hazardous material used by the Contractor.

4.4.2.1. Notify the Base Spill Response Team IAW local procedures, in the event of a hazardous waste incident/spill (regardless of cause/fault).

4.4.2.1.1. Clean-up of any fuel spills, which result from the Contractor's operations.

4.4.2.2. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and all other costs related to the violation.

4.4.3. Report hazards which cannot be eliminated immediately to the COR.

4.4.4. In the event of an incident/accident involving personnel and/or property, notify the COR telephonically within thirty (30) minutes and provide them a synopsis of the incident.

4.4.4.1. Deliver a written incident/accident report to NAS Jacksonville Safety Manager, COR, and AMC Technical Advisor (PAR) within twenty-four (24) hours, which includes the following: a) date and time of occurrence, b) place of occurrence, c) a list of personnel directly involved, d) a narrative description of the incident/accident that includes a chronological order of the circumstances, and e) recommended steps to prevent future incidents of the same nature.

4.5. Security. The Contractor shall comply with the latest applicable DoD and installation, instructions, regulations, management plans, and requirements, regarding Operational, Physical, and Communications Security as well as the Security Escort and Anti-terrorism/Force Protection Programs. The Contractor shall:

4.5.1. Ensure Contractor personnel employed to perform contract requirements meet one of the following: a) have successfully completed the National Agency Check with Local Checks (NACLC) back-ground investigation requirements on file in the Trusted Agent Sponsorship System (TASS); b) have an open U.S.NACLC investigation in TASS and been granted Interim Access by the designated Government Trusted Agent.

4.5.2. Use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current NACLC or superior clearance) investigation status documentation to NAS Jacksonville Security Manager and COR.

4.5.2.1. Include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

4.5.2.2. Ensure personnel provide the TASS Trusted Agent signed documentation from the Contractor's security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the employee possesses and two forms of valid photo identification.

4.5.2.3. Ensure personnel obtain a Common Access Cards (CAC) within 3 working days of inclusion into the TASS database.

4.5.2.4. Background investigations required because of Contractor personnel turnover shall not constitute an excuse for nonperformance of this contract. The costs for Government performance while Contractor personnel are awaiting clearances shall be deducted from the Contractor's monthly payment based on actual costs incurred.

4.5.3. Ensure individuals accessing Navy Information Technology resources complete an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

4.5.3.1. Forward the SAAR-N to Information Technology (IT) department within 3 working days.

4.5.4. Ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

4.5.5. Fully comply with requirements of Synchronized Pre-deployment and Operational Tracker (SPOT) program as coordinated with the KO.

4.5.6. Notify the COR within twenty-four (24) hours of the employment and termination of any Contractor personnel by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial), primary position title, and date of on-site employment or termination.

4.5.7. Non-Public Information. In performance of this contract, the Contractor may have access to sensitive, non-public information. The Contractor agrees (a) to use and protect such information from unauthorized disclosure IAW Directive-Type Memorandum (DTM) 08-027 - Security of Unclassified DoD Information on Non-DoD Information Systems, 31 July 2009; (b) to use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for any personal or commercial purpose; (c) to obtain permission of the Government Program Manager before disclosing/discussing such information with a third party; (d) to return and/or electronically purge, upon Government request, any non-public, sensitive information no longer required for Contractor performance; and (e) to advise the KO and/or COR of any unauthorized release of such information. Upon request, the Contractor shall have its employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require Contractor personnel to sign a non-disclosure statement to protect non-public information of other Contractors and/or the Government.

4.5.8. Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DOD instruction) directs implementation of HSPD-12.

4.5.8.1. This directive applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a Department of Navy (DON) or DoD computer/network/system to perform certain unclassified sensitive duties. This directive also applies to Contractor employees who access Privacy Act and Protected health information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the command/facility where the work is performed to ensure compliance.

4.5.8.2. All Contractor employees working at a federally controlled base, facility or activity under this directive require a Common Access Card and/or alternate authorized means of identification in accordance with local access requirements. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

4.5.8.3. Access to IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

4.5.8.4. The Navy Command's Security Manager may authorize issuance of a CAC card and grant interim access to a DON or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of investigations and/or background checks are returned unfavorably the Contractor employee working on the contract under interim access shall be removed immediately.

4.5.8.5. The potential consequences of any requirement under this directive including denial of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The Contractor shall insert this directive in all subcontracts when the Subcontractor is permitted to have physical access to a federally controlled facility. This directive will also be included when physical and/or logical access to a federally-controlled information system, network, or repository of government information is given.

4.5.8.6. The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on all security matters. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

4.5.8.7. Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DOD computer/network, to perform unclassified non-sensitive and sensitive duties, as well as those Contractor employees who access Privacy Act and Protected health information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions will comply with local, regional, and overarching background investigation/check requirements. To obtain a favorable determination for assignment to a National Security Position and ensure continuing authorization for an employee to access Privacy Act information on a DoD unclassified computer/network, at a minimum each Contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks, an equivalent favorably adjudicated background investigation as determined by the office of personnel management, or an authorized favorable background investigation/check as stated in local status of forces agreements, access waivers, and/or local polices. Each Contractor employee is required to complete either:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

4.6. Quality Programs. The Contractor shall utilize his or her commercial quality control program and procedures to identify, prevent, and ensure non-recurrence of defective services.

4.7. Publications and Forms. Publications and forms which apply to the PWS are listed in Appendix B. The Government, at the start of the contract, will provide forms as identified in Appendix B and hard copies of all publications, which are not available via internet web locations. The COR will provide these web sites and will forward supplements or amendments to listed publications and forms that are not available on these web sites. The Contractor shall maintain an up to date publications library (print, electronic, or combination thereof) ensuring applicable supplements, amendments, policy messages, memorandums, and directives associated with listed publications are properly posted. The Contractor shall be guided by these publications and use these forms to the extent necessary to accomplish requirements in this PWS.

4.7.1. Supplements, amendments, policy messages, memorandums, and directives associated with listed publications may be issued from any organizational level (DoD, DON, AF, AMC, and TSA) during the life of the contract. The Contractor shall immediately implement those changes that result in a decrease or no change in the contract price and notify the KO in writing of such change. The Contractor shall provide a proposal for a reduction in contract price to the KO should a decrease in contract price result. The Contractor shall submit to the KO a price proposal within thirty (30) calendar days following receipt of the change by the Contractor, before implementing any change which may result in an increase in contract price. The KO and the Contractor shall negotiate the change into the contract. Failure of the Contractor to submit a price proposal within thirty (30) calendar days following receipt of the change entitles the Government to performance according to such change at no increase in contract price (unless the time requirement is waived by the KO).

(NOTE: The CORs will perform Technical Order Distribution Administration, obtaining required Technical Orders and periodic amendments from the 437 Aerial Port Squadron Technical Order Distribution Office; and will provide these to the Contractor.)

4.8. Insurance. The Contractor shall, no later than ten days prior to contract start, furnish the Contracting Officer Certificates of Insurance that are current, valid, and encompass the period of performance to include the following types of coverage in amounts not less than those specified below in accordance with FAR Clause 52.228-5 - "INSURANCE - WORK ON GOVERNMENT INSTALLATION (JAN 1997)". The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

COVERAGE

Comprehensive General Liability:	\$500,000 - per occurrence
Automobile Liability:	\$200,000 - per person \$500,000 - per occurrence \$20,000 - per occurrence for property damage
Worker's Compensation:	As required by federal and state worker's compensation and occupational disease statutes.
Employer's Liability:	\$100,000 (Except in states where workers' compensation may not be written by private carriers).

Other as required by State Law.

4.9. Phase In. The Contractor shall be allowed access to the GFF to familiarize supervisors and key personnel with equipment, reporting, work scheduling, and procedures, after the Post Award Conference, prior to contract performance start date. Such access will not interfere with Government or Contractor personnel. To preclude such interference, arrangements for access to the GFF shall be made with the COR.

4.9.1. The Contractor shall provide an initial status of their equipment and personnel implementation/transition plans submitted with their proposal, at the Post Award Conference; and, provide weekly updates to the KO and Program Manager, to include but not limited to, progress, shortfalls, significant events, etc.

4.10. Phase Out. The Contractor shall allow access to the GFF to the follow-on Contractor managers, supervisors, and key personnel to familiarize themselves with equipment, reporting, work scheduling, and procedures, after the Post Award Conference, prior to contract performance start date. Such access will not interfere with Government or Contractor personnel. To preclude such interference, arrangements for access to the GFF shall be made with the COR.

4.10.1. During the phase-out transition period the Contractor shall be fully responsible for PWS performance requirements as they transition to the successor contractor.

4.11. Points of Contact. The Government will provide applicable phone numbers, addresses, etc. as referenced throughout the PWS at the Post Award Conference and updates periodically thereafter.

APPENDIX A DEFINITIONS

Aircraft Classification.

Narrow-body Aircraft. Any combination of two (2) of the following aircraft equate to one (1) wide-body aircraft: B-200, B-737, B-757, C-9, C-20, C-21, C-22, C-26, C-35, C-37, C-40, C-43, DC-8, H-53, H60, Casa 212, C-130, KC-135, C-235, L-100, and P-3. Generally, a passenger airplane with a single aisle, a cargo airplane which can accommodate less than 20 type 463L cargo pallet loads, or a helicopter.

Wide-body Aircraft. One of the following aircraft: C-5, C-17, DC-10, KC-10, AN-124, B-747, B-767, B-777, and Airbus 300/330. Generally, a passenger airplane with two or more aisles, or a cargo airplane that can accommodate 20 or more type 463L cargo pallet loads.

Air Terminal Operations Center (ATOC). The air terminal work center which exercises operational control over other terminal work centers. ATOC coordinates activities for loading, unloading, and fleet servicing aircraft. ATOC manages the port backlog. ATOC coordinates with other agencies concerned with aircraft scheduling and space allocations.

Allowable Cabin Load (ACL). The total load an aircraft can transport over a given distance taking into account weight and volume.

Block –In Time. When the aircraft has come to a complete stop and wheels have been chocked.

Block-Out Time. Determined when the aircraft actually moves, not when the aircraft chocks are removed.

Commercial Tendered Aircraft. AMC-approved non-contract commercial freight airlift services.

Contracting Officer (KO). The duly appointed Government agent authorized to award and/or administer contracts and performs the day-to-day administration of the contract. The KO is the only person authorized to contractually obligate the Government.

Contracting Officer Representative (COR)/Alternate COR (ACOR). Government personnel who perform(s) quality assurance functions for a contracted service.

Delay. The criteria for military and commercial aircraft differ:

Commercial Aircraft. A reportable delay occurs when the mission's actual block out time exceeds the delay start time by one minute or more.

Military Aircraft. For home station originating departures, a reportable delay occurs when the mission departs more than fourteen (14) minutes after scheduled takeoff time. For other military aircraft departures, a reportable delay occurs when a mission exceeds its scheduled ground time or scheduled time of takeoff, whichever is later, by more than fourteen (14) minutes.

Global Air Transportation Execution System (GATES). A web-based computer application designed for use by air terminals to process and manifest passengers, cargo, and mail.

Global Decision Support System (GDSS). A website that consolidates information regarding global transportation assets and contains several data points including but not limited to departure/arrival times, airlift coordinators, stations visited up-line/down-line, load limitations and others.

Glossary. A complete listing of references, abbreviations, acronyms, terms, and definitions for AMC can be found in AMCI 24-101, Vol. 1, Attach 1, Military Airlift Transportation.

Ground Time. Period of time an aircraft is on the ground. Ground times for military and commercial aircraft differ. Military aircraft ground time is computed from landing to takeoff, while commercial aircraft is from block-in to block-out.

Incident. An individual occurrence or event.

Mishap. An unplanned or unsought event, or series of events, resulting in death, injury, occupational illness or damage to, or loss of, equipment or property.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this contract, quality assurance refers to actions by the Government.

Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements.

Scheduled Departure Time. The published time at which an aircraft is scheduled to takeoff.

Single Mobility System (SMS). A website similar to GDSS, but less interactive, that contains information regarding global transportation assets including but not limited to departure/arrival times, airlift coordinators, stations visited up-line/down-line, load limitations, mission progress, and others.

Test Control Officer. Qualified person who administers an Air Force test within a controlled environment.

Working Maximum on Ground (MOG). The air terminal's capability to sustain simultaneous servicing (physical activity at the aircraft or services en-route to and from the aircraft of a specific number and types of aircraft.

APPENDIX B PUBLICATIONS AND FORMS

PUBLICATIONS are available at:

<http://www.e-publishing.af.mil> (selecting 'Advanced Search');

<http://www.transcom.mil/dtr/part-i/>;

<https://www.osha.gov/>; and

<http://doni.daps.dla.mil/default.aspx>

FORMS are available at:

[http://www.e-publishing.af.mil/shared/resource/EPubLibraryV2/EPubLibrary.aspx?type=Forms&org=7](http://www.e-publishing.af.mil/shared/resource/EPubLibraryV2/EPubLibrary.aspx?type=Forms&org=7;);

and <http://www.dtic.mil/whs/directives/forms/index.htm>

Please, note that some publications are listed as informational references only and are not referenced in the PWS.

Publication No.	Title	Date
AFI 24-301	Vehicle Operations	Current
AFI 24-302	Vehicle Management	Current
AFMAN 24-306	Manual for the Wheeled Vehicle Driver	Current
AFMAN 24-204(I)	Preparing Hazardous Materials for Military Air Shipment	Current
AMCI 24-101, V5	Air Transportation Readiness and Resources	Current
AMCI 24-101, V. 6	Transportation Documentation, Data, Records, and Reports	Current
AMCI 24-101, V. 9	Air Terminal Operations Center	Current
AMCI 24-101, V. 14	Military Airlift Transportation – Passenger Service	Current
AMCI 24-101, V. 22	Training requirements for Aerial Port Operations	Current
CFR 49	Transportation	Current
DOD 4515.13R	Air Transportation Eligibility	Current
DOD 4500.9 R (DTR) Part I	Passenger Movement	Current
Electronic	Foreign Clearance Guide	Current
IATA	International Air Transport Association	Current
OSHA 29 CFR 1910	Occupational Safety and Health	Current
SECNAV M-5510.30	Personnel Security Program	Current

Technical Orders and Manuals	Title	Date
GATES	Web-Global Air Transportation	
User's Manual	Execution System User's Manual	Current
	Intra-theater Aero-medical Evacuation OPCON	Current

Form No.	Title	Date/or Current
*AMC Form 20 Series	Manual Baggage Tags	Dec 92
AMC Form 47	Report and Disposition of Unaccompanied Passenger Feb 04 Baggage	
*AMC Form 57	AMC Expedited Baggage Tag	Jun 92
AMC Form 56	Re-handled Workload	May 02
AMC Form 65	Aircraft Re-serviced Workload	May 02
AMC Form 70	RUSH Baggage Manifest	May 02
AMC Form 77	Aircraft Ground Handling Record	Aug 13
AMC Form 82	Monthly Station Traffic Handling Report	Sep 12

AMC Form 108	Re-handled Passenger Workload	May 02
AMC Form 134	Mishandled Baggage Report	May 02
AMC Form 134a	Mishandled Baggage Summary	May 02
AMC Form 136	Baggage Mishandled Report File	May 02
*AMC Form 148	Boarding Pass/Ticket	Jun 96
*AMC Form 148-2	Boarding Pass/Ticket	Jun 99
AMC Form 148G	Boarding Pass/Ticket	
AMC Form 253	Air Passenger Comments	Feb 14
AMC Form 302	Cargo/Passenger Envelope and Checklist	May 02
AMC Form 1004	Unaccompanied Minor Passenger	May 02
AMC Form 1015	HAZMAT Inspection and Acceptance Checklist	Mar 07
DD Form 139	Pay Adjustment Authorization	May 53
DD Form 1131	Cash Collection Voucher	Dec 03
DD Form 1387	Military Shipment Label	Jul 99
DD Form 1387-2	Special Handling Data/Certification	Nov 04
DD Form 2131	Passenger Manifest	Sep 05
*U.S. Form # 17067	Gummy Back Tags (Baggage tag label)	
	Cash Collection Control Voucher Log*	
	ID Tags	

An asterisk (*) denotes those forms that will be provided by the Government.

APPENDIX C-1**GOVERNMENT FURNISHED MATERIALS**

Government Provided Records. The Government will provide any applicable active and inactive records to the Contractor. Upon termination of the contract all Government records furnished will be returned to the Government.

Government Provided Forms. The Government will provide applicable forms as identified in Appendix B.

Consumables. The Government will provide: official Government telephone, facsimile, and computer services; utilities for GFF; and, all consumables required to baggage pallets. Consumables shall include:

DESCRIPTON	QUANTITY	SERIAL/STOCK NO.
Bag, air sickness (cartons)	1	8105-00-835-7212
Ear Plugs, Noise Protector (boxes)	22	6515-00-137-6345
Plastic Covers (RO - 10)	172	3990-00-930-1480
Buffer board, ¾ inch plywood (sheets)	15	
Hazardous spill kits	1	

The Contractor shall be responsible for safeguarding all Government Materials Furnished and maintaining a sufficient stock level to meet station workload requirements.

APPENDIX C-2
GOVERNMENT FURNISHED EQUIPMENT

The property is furnished in an “as-is” condition.

ITEM	Brand	Model	Serial N.	Unit Cost \$	Qty	Legend
X-Ray machine	Astrophysics			80K	2	COR Notify
GATEs terminals					1	COR Notify
Portable Scales		PT 300			3	

* Identifies those items, which should they become disabled, notify COR within 24-hours

** Identifies those items, which should they become disabled, notify COR immediately

\$ This item will be maintained by the Government

*** Identified those items, Left In Place with no guarantee to operability or condition. Items will be left for Contractor to use or dispose of through DRMO

Calibration of scales shall be coordinated with COR and accomplished by the Government.

The Contractor shall maintain 463 L assets T.O. 35D33-2-3-1, 463L Pallet Maintenance and T.O. 35D33-2-2-2, 463L Air Cargo Pallets.

The quantities of 463L pallets, side-nets, top-nets, tie-down chains, devices, straps, couplers, and dunnage (plastic/wood) quantities reflected in this appendix are established authorizations, rather than actual quantities on-hand, which may fluctuate on a day-to-day basis.

The Contractor shall coordinate the redistribution of excess 463 L assets with COR.

APPENDIX C-3
GOVERNMENT FACILITIES FURNISHED

<u>Bldg. Name and Number</u>	<u>Total Approximately Area (Sq. Ft.)</u>
Air Terminal Bldg. 279	11,050

The Contractor shall ensure personnel practice utilities conservation to include water, electricity, and resources in all facilities as well as ensure that telephones are only used for "Official Government Business".

NOTE: ALL FOOTAGE IS ESTIMATED.

APPENDIX D-1
AIRCRAFT WORKLOAD DATA

Station Workload. This is historical data and reflects arrivals and departures by aircraft type. The type and number of aircraft are subject to rapid and unpredictable fluctuation due to the nature of military requirements. Approximately 10% of the annual workload will fall outside established hours of operation. This data was prepared in good faith; however, the actual workload may not correspond to the historical data.

AIRCRAFT TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
C5	0	0	0	0	0	0	4	0	0	0	0	0
C9	0	4	0	2	8	0	0	0	0	0	0	0
C17	8	8	10	14	26	16	12	8	8	6	0	2
C130	10	4	24	16	0	6	14	4	14	8	10	2
KC10	0	0	0	0	0	0	0	0	0	0	0	0
KC135	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	64	78	48	54	40	24	58	56	42	88	80	48
B747	0	0	0	0	0	0	0	0	0	0	0	0
B757	0	0	0	0	0	0	0	0	0	0	0	0
B767	0	0	0	2	2	0	6	0	00	0	0	0
DC8	0	0	0	0	0	0	0	0	0	0	0	0
DC10	0	0	0	0	0	0	0	0	0	0	0	0
L100	0	0	0	0	0	0	0	0	0	0	0	0
L1011	0	0	0	0	0	0	0	0	0	0	0	0
MD11	0	0	0	0	0	0	0	0	0	0	0	0
OTHER COMM	28	48	48	60	30	24	26	28	28	28	10	28

APPENDIX D-2

PASSENGER WORKLOAD DATA

Station Workload. This is historical data and reflects passengers for the most recent full calendar year. This data was prepared in good faith; however, the actual workload may not correspond to the historical data.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PASSENGERS												
Originating	1273	1019	1032	1224	1208	1235	1771	1489	1179	1219	760	1003
Thru-load	296	474	355	319	561	370	474	323	455	469	239	256
Terminating	857	955	955	1647	1233	1095	1907	1122	1062	1291	1248	1121
Re-handled	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2426	2448	2342	3190	3002	2700	4152	2934	2696	2979	2247	2380

FREEDOM OF INFORMATION ACT

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the Contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as public record under the Freedom of Information Act.

ECMRA

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **N68836** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at: <http://www.ecmra.mil>

ATTACHMENTS

Wage Determination #

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1001AA	N/A	N/A	N/A	Government
1001AB	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2001AA	N/A	N/A	N/A	Government
2001AB	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3001AA	N/A	N/A	N/A	Government
3001AB	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4001AA	N/A	N/A	N/A	Government
4001AB	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	COMMANDER NAVY REGION SOUTHEAST DREW LASSETER PSC 1005 BOX 33 FPO AE 09593 011.53.99.6006 FOB: Destination	N60514
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A

2001	N/A	N/A	N/A	N/A
2001AA	N/A	N/A	N/A	N/A
2001AB	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
3001AA	N/A	N/A	N/A	N/A
3001AB	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4001AA	N/A	N/A	N/A	N/A
4001AB	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015

252.203-7998 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation. (DEVIATION 2015-O0010)	FEB 2015
252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)	FEB 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

Offerors need only submit a signed quote by the solicitation closing that 1) shows the Offeror is not taking exception to any solicitation term; 2) includes the Representations and Certifications contained in the provisions; and 3) includes unit prices and total prices for all line items and sub line items for which the Navy is soliciting a price.

OFFERORS SHOULD NOT SUBMIT ANY ADDITIONAL INFORMATION WITH THEIR QUOTE.

After the solicitation closing date, the Contracting Officer may require an Offeror to promptly submit information to demonstrate the Offeror is responsible. (See 52.212-2).

The Government reserves the right to make award solely on initial quotes received. Offerors bear the burden of ensuring that all portions of the offer (and any authorized amendments) reach the designated office before the deadline specified in the solicitation.

QUOTE SUBMISSION.

Quotes can be submitted via email, to the contracting office POC below no later than the date and time specified in block #8 (page one (1) of the solicitation. Quotes should be delivered to:

Tamela Lewis
110 Yorktown Ave, 3rd Floor
Jacksonville, FL 32212-0097
tamela.t.lewis@navy.mil

If quotes are submitted via e-mail, the Contractor must contact the POC listed to ensure the quote was received on time. E-mails greater than 10MB will not be delivered. Do not send zip-files. Zip files are filtered from the system.

QUESTIONS.

All questions related to the solicitation shall be submitted via email to Tamela Lewis at tamela.t.lewis@navy.mil. The emails shall contain "RFQ N68836-16-R-0018" in the Subject line. Questions not submitted as described will not be acknowledged or addressed. Questions must be submitted in writing, via email, no later than **3 business days after the date of the solicitation** at 09:00 a.m. (Eastern Daylight Time). All questions will be reviewed, compiled and responded to by an amendment to the solicitation.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

Award Consideration

The Government will make a single award using the low price technically acceptable ("LPTA") source selection. The Government intends to award on initial offers but reserves the right to conduct discussions.

To be determined technically acceptable, an Offeror must submit a quote that does not take exception to any terms of the solicitation. The Contracting Officer will use the following rating table:

Rating	Description
Acceptable	Quote does not take exception to any term of solicitation and therefore clearly meets the requirements of the solicitation.
Unacceptable	Quote takes exception to a solicitation term(s) and therefore does not clearly meet the requirements of the

solicitation.

Price will be evaluated by totaling the prices for all line items and subline items, including options, for which the Government has requested the Offeror provide a price.

An award will only be made to an Offeror that satisfies the general responsibility standards of FAR 9.104-1.

The Contracting Officer may either make a responsibility determination without requesting any information from an Offeror or require the Offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The particular information requested from an Offeror will be specific to that Offeror. For example, an Offeror that the Contracting Officer is less familiar with may be required to provide information not required from another Offeror. The Contracting Officer may consider an Offeror's inability to promptly respond to a request for information as an indication the Offeror is nonresponsible since FAR 9.103(c) obligates prospective contractors to affirmatively demonstrate their responsibility.

When the Contracting Officer requests responsibility information, the Contracting Officer's request, the Offeror's response, and all related communications between the Government and Offeror are solely for the purpose of determining whether the Offeror is responsible. These communications will not constitute discussions within the meaning of FAR 15.306 since the Offeror will not be given an opportunity to revise its proposal.

While the Contracting Officer may require the Offeror to provide any information related to the standards at FAR 9.104-1, the following are examples of information that may be required:

1. A demonstration, through information such as bank references and financial information (e.g., most current annual balance sheet), that the Offeror has adequate financial resources to perform the contract.
2. A demonstration the Offeror's price is not so low as to call into question the Offeror's capability to successfully perform the contract.
3. Past performance information on recent contracts for items similar to this requirement, including a point of contact for the Government activity or commercial entity customer.
4. A demonstration the Offeror can comply with the required performance schedule, including a transition plan.
5. A demonstration the Offeror has, or can obtain, the organizational, management and technical skills to successfully perform. This demonstration may involve the particular personnel and approaches available to the Offeror.
6. The Offeror's quality assurance procedures.
7. The equipment and facilities the Contractor will use.
8. Information demonstrating a proposed Subcontractor satisfies the FAR 9.104-1 general standards of responsibility.
9. Completion of the Representations and Certifications under 52.212-3 Alt I contained in this solicitation.
10. A demonstration the Offeror isn't an inverted domestic corporation.
11. Certificate of registration of the company.
12. A demonstration the Offeror has all registrations, permits and licenses required to perform the contract in the locations for which the Offeror is proposing.

13. In the event the Offeror is a joint venture, a Memorandum of Association which indicates who has the authority to bind the company

Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance data bases, discussions with other entities familiar with the Offeror) or to use any other technique described FAR 9.1 when determining whether the Offeror satisfies the FAR 9.104-1 general responsibility standards.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision --

"Economically disadvantaged women-owned small business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____

—	—
---	---

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) [☐] Are, [☐] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) [☐] Have, [☐] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - (3) [☐] Are, [☐] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) [☐] Have, [☐] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
-

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[____] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (____) does (____) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____.

(Do not use a ``doing business as" name).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

- ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- __X__ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Oct 2001) of 52.219-9.
- ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (iv) Alternate III (Oct 2015) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- __X__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- __X__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __X__ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- __X__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __X__ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- __X__ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- __X__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- __X__ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- __X__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __X__ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

 (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (OCT 2015) of 52.223-13.

 (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-14.

 (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-16.

 X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

 (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

 (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

 (ii) Alternate I (May 2014) of 52.225-3.

 (iii) Alternate II (May 2014) of 52.225-3.

 (iv) Alternate III (May 2014) of 52.225-3.

 (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

 (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 5 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

(a) Definitions. As used in this provision--

Person--

(1) Means--

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$200,000.00 for each person and \$500,000.00 for each occurrence, and (2) property damage of not less than \$20,000.00 for each accident and \$500,000.00 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer; 110 Yortown Ave 3rd Floor; Jacksonville, FL 32212

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$35,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Contracting Officer

ADDRESS: 110 Yorktown Ave; Jacksonville, FL 32212

TELEPHONE: 904-542-xxxx

(End of Clause)